

EXHIBIT 1

AMENDED AND SUPERCEDING SETTLEMENT AGREEMENT

This amended and superceding settlement agreement ("Agreement") is made this 11th day of May 1999 by and among Trinity Broadcasting of Florida, Inc. ("TBF"), Trinity Christian Center of Santa Ana, Inc. ("TBN"), Trinity Broadcasting of New York, Inc. ("TBNY") (TBF, TBN and TBNY are collectively referred to as "Trinity"), National Minority T.V., Inc. ("NMTV"), Glendale Broadcasting Company ("Glendale"), Maravillas Broadcasting Company ("Maravillas") and George F. Gardner, James C. Gates individually, and the James C. Gates Charitable Remainder Trust, James C. Gates, Trustee, the stockholders of Glendale and Maravillas ("Stockholders"). All of these entities and persons are collectively referred to as the "Parties."

RECITALS

Whereas, TBF is the applicant for renewal of the license of television broadcast station WHFT, Miami, Florida (File No. BRCT-911001LY) and Glendale has filed a competing application for a construction permit specifying the channel for which TBF is seeking renewal of license (File No. BPCT-911227KE);

Whereas, TBN is the applicant for renewal of the license of television broadcast station WHSG, Monroe, Georgia (File No. BRCT-911129KR) and Glendale has filed a competing application for a construction permit specifying the channel for which TBN is seeking renewal of license (File No. BPCT-920228KE);

Whereas, TBN is the applicant for renewal of the license of television broadcast station KTBN-TV, Santa Ana, California (File No. BRCT-930730KF) and Maravillas has filed a competing

application for a construction permit specifying the channel for which TBN is seeking renewal of license (File No. BPCT-931028KS);

Whereas, TBNY is the applicant for renewal of the license of television broadcast station WTBY, Poughkeepsie, New York (File No. BRCT-940202KE) and Maravillas has filed a competing application for a construction permit specifying the channel for which TBNY is seeking renewal of license (File No. BPCT-940426KG);

Whereas, NMTV is the applicant for renewal of the license of television broadcast station KNMT, Portland, Oregon (File No. BRCT-931004KI); Maravillas has filed a competing application for a construction permit specifying the channel for which NMTV is seeking renewal of license (File No. BPCT-931230KF); and NMTV has filed an application for a pro forma transfer of control of KNMT (File No. BTCCT-930921KN) (the "KNMT transfer application") as to which Glendale has filed a petition to dismiss or deny;

Whereas, in each instance, the renewal application and the competing application are mutually exclusive;

Whereas, on November 6, 1995 Glendale and Maravillas jointly filed a petition to deny an application filed by Mayville Communications, Inc. (in which principals of NMTV have interests) to acquire WWSR, Channel 52, Mayville, Wisconsin (FCC File No. BAPCT-950921KE) (the "Mayville" application);

Whereas, extensive proceedings have been held before the Federal Communications Commission ("FCC" or "Commission") regarding the mutually exclusive applications in Miami, Florida

(MM Docket No. 93-75) and Monroe, Georgia (MM Docket No. 93-156);

Whereas, absent settlement, extensive future proceedings and/or other litigation before the Commission and in the courts may take place regarding those stations as well as the mutually exclusive applications for Santa Ana, California, Poughkeepsie, New York and Portland, Oregon;

Whereas, on February 10, 1997 the Commission granted a waiver of restrictions on the amount paid to a dismissing applicant in a settlement agreement for a comparative renewal proceeding, and issued a public notice that such waivers will be applied to all similar comparative renewal proceedings;

Whereas, the Parties entered into a settlement agreement dated March 16, 1998 that was filed with the Commission by Joint Request dated April 15, 1998, as well as amendment of that agreement dated June 16, 1998 and December 7, 1998, also filed with the Commission;

Whereas, on April 15, 1999, the Commission issued a Decision in the Miami, Florida, proceeding denying the applications of both TBF and Glendale, inviting the Parties to submit a further settlement agreement in light of that Decision;

Whereas, the Parties wish to avoid the possibility of further costly and lengthy comparative proceedings and/or other litigation which may otherwise consume the resources of the Commission and the courts for a number of years;

Whereas, the Parties believe that the public interest will be served by settlement and dismissal of all applications filed

by Glendale and Maravillas, and have entered in this Agreement, amending and superceding the previous settlement agreement; and

Whereas, this Agreement is subject to the prior approval of the Commission and contains provisions which require actions by the Commission;

Now, therefore, in consideration of the mutual promises set forth in this Agreement and intending to be bound, the Parties agree as follows:

TERMS AND PROVISIONS OF AGREEMENT

1. Filing and request for Commission approval. Within five business days of the date of this Agreement, the Parties will file this Agreement with the Commission together with a joint request, including any necessary or appropriate waiver requests, asking the Commission to:

(a) approve this Agreement;

(b) dismiss with prejudice the applications of Glendale in Miami, Florida and Monroe, Georgia effective upon the closing under this Agreement as provided in ¶2;

(c) dismiss with prejudice the applications of Maravillas in Santa Ana, California, Poughkeepsie, New York and Portland, Oregon, effective upon the closing under this Agreement as provided in ¶2; and

(d) dismiss or deny with prejudice the petition to dismiss or deny the KNMT transfer application filed by Glendale and the petition to deny the Mayville application filed jointly by Glendale and Maravillas.

2. Closing. Closing under this Agreement will be held at the law offices of Colby M. May, Esquire, Suite 609, 1000 Thomas Jefferson Street, N.W., Washington, D.C. 20007, or other mutually agreeable location, within ten days of a Final Order granting all of these requests. A Final Order means an order or orders for which the time has expired for any further Commission consideration or any court consideration and no timely appeal, petition or request for such consideration has been filed.

3. Sale of stock. At the closing, Trinity will purchase the stock and equity of Glendale and Maravillas on the following terms and conditions:

(a) The total stock purchase price (apportioned as the stockholders of Glendale and Maravillas elect) will be twenty-eight million dollars (\$28,000,000.00), covering the dismissal of the applications in Monroe, Georgia, Santa Ana, California, Poughkeepsie, New York, and Portland, Oregon.

(b) On the day of closing, said sum will be paid to The Riggs National Bank, Washington, D.C. as agent for the benefit of Stockholders by wire transfer in readily accessible funds.

(c) On the day of closing, by conveyances in form reasonably satisfactory to counsel for Trinity, Stockholders will transfer all of their right, title and interest in the stock of Glendale and Maravillas to Trinity, and will deliver all corporate and financial records of Glendale and Maravillas to Trinity, including without limitation all records, documents, and computer drives, discs or data bases of any kind relating in any

way to past, present or potential litigation involving Trinity or NMTV.

(d) NMTV will contribute four million dollars (\$4,000,000.00) toward the foregoing payments for resolution of the Portland, Oregon proceeding.

4. Diligent prosecution of request to approve this Agreement. The Parties will cooperate with each other and with the Commission by expeditiously providing to each other, or to the Commission, or both, as the case may be, all additional information that may be necessary or appropriate to comply with Section 73.3523 of the Commission's Rules, to obtain the Commission's waiver of the limitation on the amount paid to dismissing applicants in comparative renewal proceedings, and to achieve Commission approval of this Agreement. The Parties will provide to the Commission in a timely manner such information as it requests. The Parties agree to use all reasonable efforts in the preparation and filing of all documents that may be necessary or appropriate to reach the results contemplated by this Agreement. Each of the Parties will bear its own expenses for the preparation of this Agreement and all documents incidental thereto. None of the Parties will communicate with representatives of the Mass Media Bureau or other Commission personnel concerning this Agreement or the joint request without the presence or participation by telephone of any other Parties who desire to be present or participate in the communication.

5. Interim filings with FCC. Beginning upon the execution

of this Agreement, and continuing while this Agreement is in effect, none of the Parties will, directly or indirectly, singularly or collectively, oppose or petition against any interest of any of the Parties, their principals, subsidiaries or affiliates, or any party, person or entity commonly controlled by any of the Parties, at the Commission. Subject to that limitation, any of the Parties may: (a) file documents required by law or by Commission regulations such as amendments and reports under Section 1.65 of the Commission's Rules; (b) file responses necessary to protect their respective positions before the Commission and in response to agency inquiries and to petitions, complaints or other pleadings that may be filed by government counsel or any outside party, person or entity; (c) file documents designed to facilitate approval of the joint request that will not adversely affect the rights of any of the Parties under this Agreement.

6. Forbearance of future filings against Trinity and NMTV.

(a) Unless the provisions of ¶6(b) are met, beginning upon the execution of this Agreement and continuing until this Agreement is terminated or for a period of eight years after the Closing, neither Glendale, nor Maravillas, nor any of their principals, nor any of their subsidiaries or affiliates, nor any party, person or entity commonly controlled or otherwise subject to the control of Glendale, Maravillas or any of their principals or any of their subsidiaries, affiliates, representatives or agents will file, or encourage, induce, pay, assist or cooperate

with any other party, person or entity to file, any document (whether singular or plural, referred to in this ¶6 as "Declaratory Statement") with the Commission (including, but not limited to, any petition to deny, informal objection or mutually exclusive application) (excluding documents applicable to the broadcast industry as a whole) that opposes the grant of any application to which Trinity, NMTV or any subsidiary or affiliate thereof is a party, or any entity with which Trinity, NMTV or any subsidiary or affiliate thereof has an agreement to provide programming for more than 15% of the broadcast time of a broadcast station (whether singular or plural, referred to in this ¶6 as "Companies").

(b) The provisions of ¶6(a) do not prohibit the Parties from filing with the Commission a Declaratory Statement bringing relevant information to the Commission's attention, so long as the statement does not object, formally or informally, to the grant of any application to which the Companies are a party, or any entity with which the Companies have an agreement to provide programming for more than 15% of the broadcast time of a broadcast station, provided that the person or entity filing the Declaratory Statement has first promptly brought the concern to the Companies, and has worked diligently and in good faith with the Companies to attempt to resolve those concerns.

7. Termination of Agreement.

(a) This Agreement may be terminated by any Party (by ten days written notice to the other Parties) in the event of a final

order or orders denying the joint request or in the event of an order designating the joint request for hearing.

(b) This Agreement may be terminated by Glendale, Maravillas or any of the Stockholders (by ten days written notice to the other Parties) at any time when the joint request has not been granted and any renewal application of Trinity or NMTV the subject of this Agreement is granted or any competing application of Glendale or Maravillas is denied or dismissed.

(c) Upon termination of this Agreement as provided in this ¶7, the Parties will return to the adversarial litigation status quo ante, in which the settlement and statements made and positions taken in furtherance of the settlement may not be offered in evidence or as the basis for argument on the merits of the litigation.

8. Representations and warranties regarding Glendale and Maravillas corporations and stock. Glendale, Maravillas and Stockholders jointly and severally represent and warrant to Trinity and NMTV that:

(a) Stockholders own all of the issued and outstanding capital stock of Glendale and Maravillas;

(b) there are no options, warrants or other rights to acquire any equity interest in Glendale or Maravillas;

(c) Glendale and Maravillas have never conducted any business aside from prosecution of their FCC applications, have never had any employees and have never had any subsidiaries or affiliates;

(d) except for liabilities on loans from Stockholders and fee agreements with counsel for which Stockholders will assume full responsibility by documents, on which financial figures may be redacted, in form reasonably satisfactory to Trinity and NMTV, Glendale and Maravillas have no liabilities, fixed or contingent, or executory contractual or other commitment to any other party, person or entity;

(e) the capital stock and assets of Glendale and Maravillas are not the subject of any liens or encumbrances;

(f) Glendale and Maravillas are not involved in any litigation other than the FCC proceedings which are the subject of this Agreement;

(g) Glendale and Maravillas are valid and subsisting corporations in good standing under the laws of the State of Delaware, and are in compliance with all applicable federal, state and local laws and regulations.

9. Indemnification provisions. Glendale, Maravillas and Stockholders jointly and severally agree to indemnify and hold harmless Trinity and NMTV, their officers, directors, and affiliates from and against any and all liabilities, claims, damages and expenses arising from (a) activities of the Glendale and Maravillas corporations, and ownership of the stock of Glendale and Maravillas, prior to the closing, (b) any claims by any counsel under fee agreements referred to in ¶8(d), (c) any claims by former officers, directors, stockholders, employees, agents or creditors of Glendale or Maravillas and (d) any default

by Glendale, Maravillas or Stockholders with regard to any representation, warranty or covenant in this Agreement. Trinity, NMTV and each of their principals jointly and severally agree to indemnify and hold harmless Glendale, Maravillas and Stockholders from and against any and all liabilities, claims, damages and expenses arising from any default by Trinity, NMTV or their principals with regard to any representation, warranty or covenant in this Agreement.

10. Survival and other provisions regarding indemnification. The representations, covenants and warranties in this Agreement will survive for a period of three years after the closing. The party seeking indemnification will give the party from whom indemnification is sought ("Indemnitor") prompt written notice of the assertion of any matter for which indemnification is sought and, upon request, will cooperate with the Indemnitor in any defense or other action the Indemnitor may take in the matter relative to third parties. In the event the Indemnitor elects not to assert any defense or take other action, it will provide prompt written notice of that election to the party seeking indemnification, which may itself assert any reasonable defense or take other reasonable action in which the Indemnitor will cooperate and, if the party seeking indemnification prevails in that defense or other action, it may recover the reasonable cost of its litigation thereof from the Indemnitor.

11. Default. As used in this Agreement, "default" means a

material breach of any representation, covenant or warranty which continues uncured thirty days following written notice thereof from the non-breaching party to the breaching party. Failure to give written notice of any breach of any provision of this Agreement in one instance will not be deemed waiver of any breach of the same provision or any other provision of the Agreement in any other instance.

12. Costs of litigation relative to Agreement. If any legal action is brought by any of the Parties against any of the other Parties arising out of or with respect to this Agreement, the prevailing party in that action will be entitled to recover, in addition to any other legal or equitable relief to which it may be entitled, all reasonable costs of maintaining, bringing or defending such action including but not limited to reasonable attorneys' fees.

13. Specific performance. The benefits conferred on the Parties under this Agreement are such that monetary damages may not be adequate compensation for a default hereunder. Therefore, specific performance will be appropriate for default under this Agreement in addition to other legal or equitable remedies, including monetary damages, available under this Agreement or under the laws of the United States or the District of Columbia.

14. Communications regarding Agreement. Communications under or with regard to this Agreement will be given in writing addressed as set forth in the Appendix or to such other address, person or entity as may be designated by notice in writing. Any

such communication will be deemed to have been given three business days after mailing by registered or certified mail or one business day after mailing by express mail or use of overnight/same day delivery service.

15. Power and authority to execute and perform under the Agreement. Trinity, NMTV, Glendale and Maravillas each represents and warrants (a) that it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions under this Agreement and (b) that the execution and delivery of this Agreement and consummation of the transactions have been authorized by all necessary action on the part of the corporation and its principals.

16. Other provisions:

(a) All Parties represent that this Agreement will not conflict with any other agreement and that no consents or approvals by any other party, person or entity except the Commission are required for them to execute, deliver and carry out the terms of this Agreement.

(b) The Parties and their principals represent and warrant that they have read and understand this Agreement, that they execute this Agreement voluntarily as their own free act and deed in good faith and with knowledge of its significance, effects and consequences.

(c) At closing, Trinity, NMTV, Glendale and Maravillas each will provide a certification by its corporate official or counsel that it is then in compliance with its representations,

warranties and covenants under this Agreement.

(d) This Agreement amends and supercedes all previous agreements among the Parties, and contains all of the terms and conditions, with respect to the subject matter of the Agreement. The Agreement may be amended only in writing signed by all Parties affected by the amendment.

(e) This Agreement is binding upon and inures to the benefit of the Parties, their officers, directors, stockholders, agents, employees, affiliates, related companies and entities, successors, heirs, legatees and assigns.

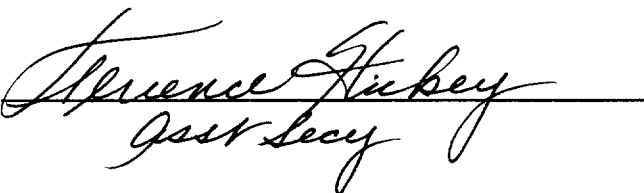
(f) This Agreement will be construed under the laws of the United States and the District of Columbia.

(g) Headings are for convenience and do not alter the meaning of the text to which they refer.

(h) This Agreement may be executed in counterparts, and signatures may be transmitted by electronic means.

In witness whereof, the Parties have affixed their signatures to this Agreement effective as of the date first written above.

Trinity Broadcasting of Florida, Inc.

By 
 Asst Secy

Trinity Christian Center of
Santa Ana, Inc.

By *Terrence Hickey*
asst Secy

Trinity Broadcasting of New York, Inc.

By *Terrence Hickey*
asst Secy

National Minority T.V., Inc.

By _____

Glendale Broadcasting Company

By _____

Maravillas Broadcasting Company

By _____

George F. Gardner
Individually

Trinity Christian Center of
Santa Ana, Inc.

By _____

Trinity Broadcasting of New York, Inc.

By _____

National Minority T.V., Inc.

By James P. Duff

Glendale Broadcasting Company

By _____

Maravillas Broadcasting Company

By _____

George F. Gardner
Individually

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Trinity Christian Center of
Santa Ana, Inc.

By _____

Trinity Broadcasting of New York, Inc.

By _____

National Minority T.V., Inc.

By _____

Glendale Broadcasting Company

By George F. Gardner

Maravillas Broadcasting Company

By _____

George F. Gardner
George F. Gardner
Individually

15

Trinity Christian Center of
Santa Ana, Inc.

By _____

Trinity Broadcasting of New York, Inc.

By _____

National Minority T.V., Inc.

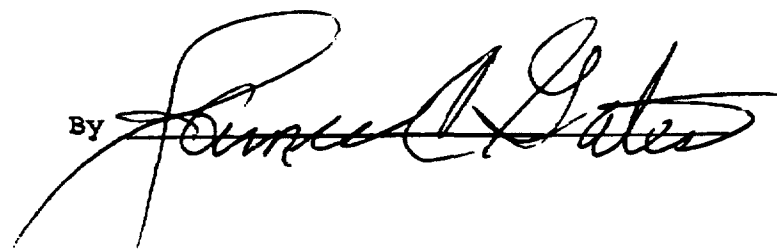
By _____

Glendale Broadcasting Company

By _____

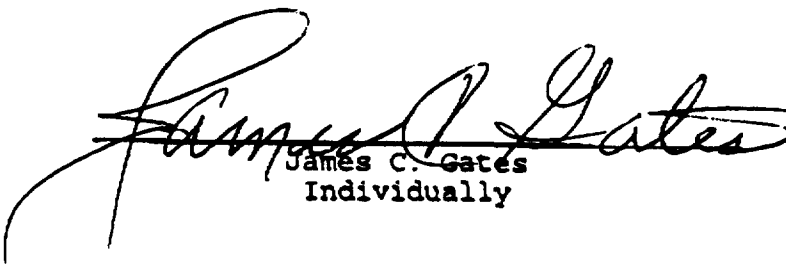
Maravillas Broadcasting Company

By

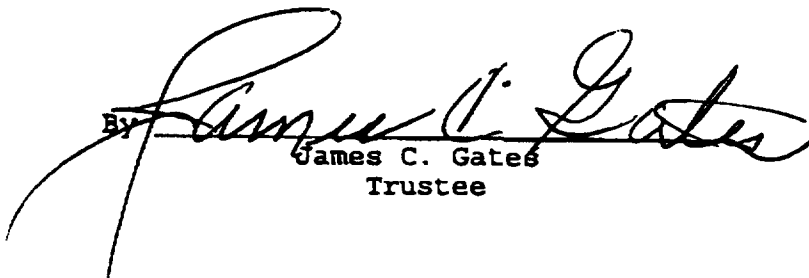
A handwritten signature in dark ink, appearing to read "James C. Gates", written over a horizontal line.

George F. Gardner
Individually

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James C. Gates
Individually

James C. Gates Charitable
Remainder Trust

By 
James C. Gates
Trustee

APPENDIX

Names and Addresses for Notices and Other Communications

To Trinity: Paul F. Crouch, President
Trinity Broadcasting Network
P. O. Box C-11949
Santa Ana, California 92711
Hand Delivery: 2442 Michelle Drive,
Tustin, California 92780

With copy to: Norman G. Juggert, Esq.
Juggert & Wayman, P.C.
2854 Mesa Verde Drive East, Suite 4
Costa Mesa, California 92626

Colby M. May, Esq.
Law Offices of Colby M. May
Suite 609
1000 Thomas Jefferson Street, N.W.
Washington, D.C. 20007

Howard A. Topel, Esq.
Fleischman and Walsh, LLP
1400 16th Street, N.W.
Washington, D.C. 20036

To NMTV: Ms. Jane Duff, President
National Minority TV, Inc.
14252 Culver Drive, Suite A831
Irvine, California 92604-1867

With copy to: Kathryn R. Schmeltzer
Fisher Wayland Cooper Leader
& Zaragoza L.L.P.
Suite 400
2001 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

To Glendale: George F. Gardner
Raystay Co.
469 East North Street
P. O. Box 38
Carlisle, Pennsylvania 17013

With copy to: Bruce I. Booken, Esq.
Buchanan Ingersoll, P.C.
One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15219

Gene A. Bechtel, Esq.
Bechtel & Cole, Chartered
Suite 250, 1901 L Street, N.W.
Washington, D.C. 20036

To Maravillas: James C. Gates
P. O. Box 9774
5283 Avenida Maravillas
Rancho Santa Fe, California 92067

With copy to: Joseph T. Hagen, Esq.
Hagen, Dye, Hirschy & DiLorenzo, P.C.
888 Southwest 5th Avenue, Suite 1000
Portland, Oregon 97258

Gene A. Bechtel, Esq.
Bechtel & Cole, Chartered
Suite 250, 1901 L Street, N.W.
Washington, D.C. 20036

To: George F. Gardner
Raystay Co.
469 East North Street
P. O. Box 38
Carlisle, Pennsylvania 17013

With copy to: Bruce I. Booken, Esq.
Buchanan Ingersoll, P.C.
One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15219

Gene A. Bechtel, Esq.
Bechtel & Cole, Chartered
Suite 250, 1901 L Street, N.W.
Washington, D.C. 20036

To: James C. Gates, Individually
P. O. Box 9774
5283 Avenida Maravillas
Rancho Santa Fe, California 92067

With copy to: Joseph T. Hagen, Esq.
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888 Southwest 5th Avenue, Suite 1000
Portland, Oregon 97258

Gene A. Bechtel, Esq.
Bechtel & Cole, Chartered
Suite 250, 1901 L Street, N.W.
Washington, D.C. 20036

To: James C. Gates Charitable
Remainder Trust
James C. Gates, Trustee
P. O. Box 9774
5283 Avenida Maravillas
Rancho Santa Fe, California 92067

With copy to: Joseph T. Hagen, Esq.
Hagen, Dye, Hirschy & DiLorenzo, P.C.
888 Southwest 5th Avenue, Suite 1000
Portland, Oregon 97258

Gene A. Bechtel, Esq.
Bechtel & Cole, Chartered
Suite 250, 1901 L Street, N.W.
Washington, D.C. 20036

EXHIBIT 2

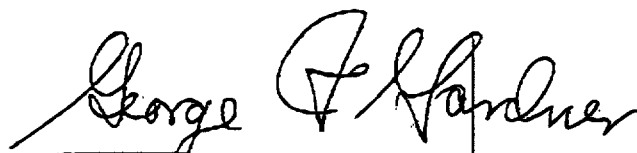
DECLARATION

I, George F. Gardner, declare under the penalty of perjury that the following statements are true and correct to my best knowledge and belief:

1. I am President of Glendale Broadcasting Company ("Glendale").

2. The applications of Glendale for construction permits for new television broadcast stations in Miami, Florida (BPCT-911227KE) and Monroe, Georgia (BPCT-920228KE) were filed in good faith and were not filed for the purpose of reaching or carrying out an agreement with the incumbent renewal applicants or any other party regarding the dismissal of Glendale's applications.

3. The Amended and Superceding Settlement Agreement dated May 11, 1999 between (among others) Glendale and the renewal applicants in the Miami and Monroe matters sets forth in full the terms and provisions of the proposed settlement between the parties with respect their respective conflicting applications.



George F. Gardner

May 13, 1999

EXHIBIT 3

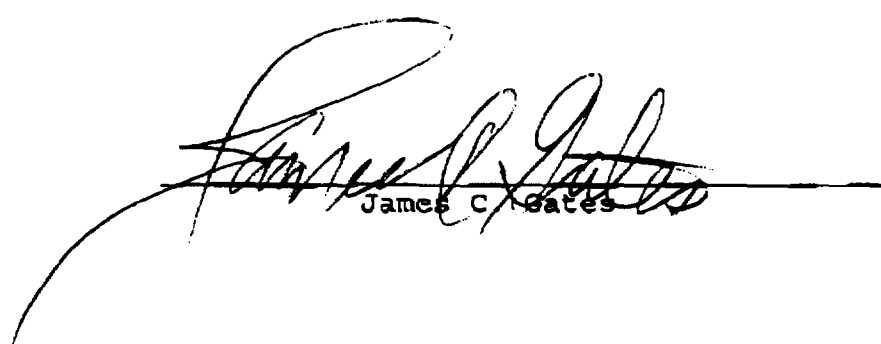
DECLARATION

I, James C. Gates, declare under the penalty of perjury that the following statements are true and correct to my best knowledge and belief:

1. I am President of Maravillas Broadcasting Company ("Maravillas").

2. The applications of Maravillas for construction permits for new television broadcast stations in Santa Ana, California (BPCT-931028KS), Poughkeepsie, New York (BPCT-940426KG) and Portland, Oregon (BPCT-931230KF) were filed in good faith and were not filed for the purpose of reaching or carrying out an agreement with the incumbent renewal applicants or any other party regarding the dismissal of Maravillas' applications.

3. The Amended and Superceding Settlement Agreement dated May 11, 1999 between (among others) Maravillas and the renewal applicants in the Santa Ana, Poughkeepsie and Portland matters sets forth in full the terms and provisions of the proposed settlement between the parties with respect their respective conflicting applications.


James C. Gates

May 13, 1999

EXHIBIT 4

DECLARATION

I, Terrence M. Hickey, under penalty of perjury hereby declare that the following statements are true and correct to the best of my knowledge and belief:

1. I am the Assistant Secretary of Trinity Christian Center of Santa Ana, Inc., d/b/a Trinity Broadcasting Network ("Trinity"), Trinity Broadcasting of Florida, Inc., ("TBF"), and Trinity Broadcasting of New York, Inc., ("TBNY").

2. Neither I nor anyone else representing Trinity, TBF or TBNY has delivered or promised any money or other thing of value to Glendale Broadcasting Company ("Glendale") or Maravillas Broadcasting Company ("Maravillas") in connection with the Amended and Superseding Settlement Agreement, except as specified in that Agreement.

3. There are no oral or written agreements between Trinity, TBF or TBNY and Glendale or Maravillas, except the Amended and Superseding Settlement Agreement.

4. Neither Glendale or Maravillas, or their principals or any person or organization related to Glendale or Maravillas, have paid or promised to pay, or received or been promised any money or other consideration or reimbursement of expenses, except as expressly set forth in the Amended and Superseding Settlement Agreement.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief. Dated this 12 day of May, 1999.


Name: Terrence M. Hickey

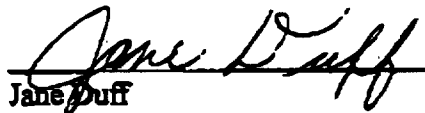
EXHIBIT 5

DECLARATION

1, Jane Duff, hereby declare under penalty of perjury as follows:

1. I am the President of National Minority T.V., Inc., the licensee of Station KNMT(TV), Portland, Oregon. NMTV is a party in MM Docket No. 93-75.
2. Neither I nor anyone else representing NMTV has paid or promised to pay any money or other consideration to Glendale Broadcasting Company ("Glendale") or Maravillas Broadcasting Company ("Maravillas") in connection with the Amended and Superseding Settlement Agreement, except as specified in that Agreement.
3. There are no oral or written agreements between NMTV and Glendale or Maravillas except the Amended and Superseding Settlement Agreement.

Executed this 14 day of May 1999.


Jane Duff

CERTIFICATE OF SERVICE

I, Howard A. Topel of the law firm of Fleischman and Walsh, L. L. P., hereby certify that on this 17th day of May, 1999, copies of the foregoing Joint Request for Approval of Amended and Superceding Settlement Agreement were hand delivered to the offices of the following at the Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554:

Hon. William E. Kennard, Chairman

Hon. Susan Ness, Commissioner

Hon. Harold Furchtgott-Roth, Commissioner

Hon. Michael K. Powell, Commissioner

Hon. Gloria Tristani, Commissioner

Christopher J. Wright, Esq.
General Counsel

Daniel M. Armstrong, Esq.
Associate General Counsel - Litigation

John I. Riffer, Esq.
Assistant General Counsel - Administrative Law

Roy J. Stewart, Chief
Mass Media Bureau

Robert H. Ratcliff, Esq.
Mass Media Bureau

Norman Goldstein, Chief
Complaints/Political Programming Branch
Mass Media Bureau

James Shook, Esq.
Mass Media Bureau

I further certify that on the same date, copies of the Joint Request were hand delivered to the offices of the following:

David E. Honig, Esq.
3636 16th Street, N.W., Suite B-366
Washington, D.C. 20010

Meredith S. Senter, Jr., Esq.
Leventhal, Senter & Lerman, P.L.L.C.
2000 K Street, N.W., Suite 600
Washington, D.C. 20006

Howard A. Topel by GAB
Howard A. Topel